Case 24-12817-pmm 10-18-13 Filed 10/02/24 Entered 10/02/24 14:27:10 Desc

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

credit under the agreements in this contract. You				, may buy the ontract. You a coording to the first contract.	agree to pay the Seller - Creditor (sometimes the payment schedule below. We will figure you act. Mfg Gross Vehi-				MERCEDES BENZ OF FT WASHINGTON 404 PENNSYLVANIA AVE FORT WASHINGTON, PA 19034-3413 ng this contract, you choose to buy the vehicle on "we" or "us" in this contract) the Amount Financed our finance charge on a daily basis. The Truth-In-						
New/Used	Yea	1	Make and Model		cular Weight		Vehicle Identification Numb			ibei	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below				
	MERCEDES		DES							☐ business					
NEW	202	2024 GLE53C4		6,724		4JGFD6BB7RB094021		_	$\mathrel{\mathrel{\bigcirc}}$	agricultural	- -	N/A			
		FEDER/	L TRU	TH-IN-LEN	DING	DISCLOS	SURES			ΙΓ	OPTI	ONAL GAP (соитк	ACT. A ga	p contract
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.		E CHAI The c amour credi cost	FINANCE CHARGE The dollar amount the credit will cost you. \$ 49817.97 \$ 11325		ed Payme nt of The amou will have pa you have n paymen schedu		ents unt you paid after made all nts as	Price Int you aid after your purchase on credit, including your down payment of \$			(debt credit below choos in Iter See y	lebt cancellation contract) is not required to obtain redit and will not be provided unless you sign and agree to pay the extra charge. If you note to buy a gap contract, the charge is shown Item 4D of the Itemization of Amount Financed be your gap contract for details on the terms and additions it provides. It is a part of this contract.			
Your Pa	ymeı	nt Schedule	Will B	e:			(e) means a	n estimate	1	\angle		N/A		
				nen Payments Are Due				Name of Gap Contract want to buy a gap contract.							
									Buyer Signs XN/A						
•	3 4 \$	1941.36	_	MONTHLY			_ beginni	ng 01/0	1/2024	ÌÌ	ION	CE: ANY	НО	LDER O	F THIS
N/A \$ N/A N/A N/A N/A N/A N/A N/A N/A N															
Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.															
If you do not meet your contract obligations, you may lose the vehicle.															
Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate. Buyer Signs X Co-Buyer Signs X Co-Buyer Signs X															

ITEMIZATION OF AMOUNT FINANCED (Seiler may keep part of the amo CONTRAC	unts paid to others, nereu -	Insurance. You may buy the physical damage insurance
1 Cash Price CONTROL	Ct Page 2 01 5	this contract requires from anyone you choose who is
Vehicle	\$102750.00_	acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by
Accessories and Installation	\$ N/A	you that is acceptable to us. You are not required to buy any
Government Taxes	\$ 6373.80	other insurance to obtain credit.
	\$ N/A	If any insurance is checked below, policies or
Vehicle Delivery to N/A for N/A	\$ N/A	certificates from the named insurance companies will describe the terms and conditions.
	Ψ	Check the insurance you want and sign below:
to N/A for N/A	\$N/A_	Optional Credit Insurance
to N/A for N/A	\$N/A	•
to N/A for N/A	\$N/A	☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
to N/A for N/A	\$ N/A	☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
to N/A for N/A	\$ N/A	Premium: Credit Life \$N/A
4- N/A 6 N/A	\$ N/A	
to N/A for N/A	\$ N/A	Credit Disability \$N/A
10 1071	\$	Insurance Company Name N/A
	\$(1)	N/A
2 Total Downpayment =		Home Office AddressN/A
Trade-In N/A (Make) (Model)		N/A
(Make) (Model)		Credit life insurance and credit disability insurance are not
Trade-In	/	required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be
Gross Trade-In Allowance	\$N/A	a factor in the credit approval process. They will not be
Less Pay Off Made By Seller to N/A	\$ N/A	provided unless you sign and agree to pay the extra cost. If
Equals Net Trade In	\$ N/A	you choose this insurance, the cost is shown in Item 4A of
	\$ N/A	the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This
	\$ N/A	insurance pays only the amount you would owe if you paid
+ Other REBATE	Ψ—————————————————————————————————————	all your payments on time. Credit disability insurance pays
+ Other N/A	\$	the scheduled payments due under this contract while you
+ Other N/A	\$	are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or
(If total downpayment is negative, enter "0" and see 4H below)	\$ 0.00 (2)	certificates issued by the named insurance companies may
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 109123.80 ₍₃₎	further limit the coverage that credit life insurance or credit
4 Other Charges Including Amounts Paid to Others on Your Behalf		disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		tor coverage limits or other terms and conditions.
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Life Term N/A \$ N/A	_	1 /
Life Term N/A \$ M/A Disability Term N/A \$ N/A	N/A	
Disability Term N/A \$ N/A	\$ N/A	
Disability Term N/A \$ N/A B Other Optional Insurance Paid to Insurance Company or Companies		Other Optional Insurance
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Disability Term N/A Solution Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A (Describe) N/A Term N/A		N/A N/A Type of Insurance Term
Disability Term N/A S N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A (Describe) N/A Term N/A Term N/A C Official Fees Paid to Government Agencies	\$ N(A \$ N/A	N/A N/A
Disability Term N/A S N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A (Describe) N/A Term N/A C Official Fees Paid to Government Agencies to STATE OF PA Term N/A ON-LINE REG FEE	\$	N/A N/A Type of Insurance Term
Disability Term N/A S N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A (Describe) N/A Term N/A Term N/A C Official Fees Paid to Government Agencies	\$ N(A \$ N/A \$ 20.4/7 \$ 5,00	N/A N/A Type of Insurance Term N/A N/A N/A N/A N/A N/A
Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A (Describe) N/A C Official Fees Paid to Government Agencies to STATE OF PA to STATE OF PA to PENN DOT for COUNTY FEE	\$	N/A N/A Type of Insurance Term Premium \$ N/A Description of Coverage N/A N/A
Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A (Describe) N/A C Official Fees Paid to Government Agencies to STATE OF PA for ON LINE REG FEE to STATE OF PA for TIRE TAX	\$ N(A \$ N/A \$ 20.47 \$ 5,00	N/A N/A Type of Insurance Term Premium \$ N/A Description of Coverage N/A N/A Insurance Company Name N/A
Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A (Describe) N/A C Official Fees Paid to Government Agencies to STATE OF PA to STATE OF PA to PENN DOT for COUNTY FEE	\$ N(A \$ N/A \$ 20.4/7 \$ 5,00 \$ 5.00	N/A N/A Type of Insurance Term Premium \$ N/A Description of Coverage N/A N/A Insurance Company Name N/A N/A
Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A (Describe) N/A Term N/A C Official Fees Paid to Government Agencies to STATE OF PA to STATE OF PA for ON LINE REG FEE to STATE OF PA for TIRE TAX to PENN DOT D Optional Gap Contract	\$ N(A \$ N/A \$ 20.4/7 \$ 5,00 \$ 5.00 \$ N/A	N/A
Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A (Describe) N/A Term N/A C Official Fees Paid to Government Agencies to STATE OF PA to STATE OF PA to PENN DOT D Optional Gap Contract E Government License and or Registration Fees	\$ N(A \$ N/A \$ 20.4/7 \$ 5,00 \$ 5.00 \$ N/A	N/A N/A Type of Insurance Term Premium \$ N/A Description of Coverage N/A N/A Insurance Company Name N/A N/A Home Office Address N/A N/A
Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A (Describe) N/A C Official Fees Paid to Government Agencies to STATE OF PA to STATE OF PA to PENN DOT D Optional Gap Contract E Government Taxes Not Included in Cash Price F Government License and or Registration Fees PLATE FEE\$ 28.00	\$ N/A \$ N/A \$ 20.4/7 \$ 5,00 \$ 5.00 \$ N/A \$ N/A	N/A N/A Type of Insurance Term Premium \$ N/A Description of Coverage N/A N/A Insurance Company Name N/A N/A Home Office Address N/A N/A N/A N/A N/A
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Disability Term N/A B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A (Describe) N/A Term N/A (Describe) N/A C Official Fees Paid to Government Agencies to STATE OF PA to STATE OF PA for TIRE TAX to PENN DOT D Optional Gap Contract E Government Taxes Not Included in Cash Price F Government License and or Registration Fees PLATE FEE\$ 28.00 REGISTRATION\$ 45.00 G Government Certificate of Title Rees (includes \$ 33.00 security interest recording fee) H Other Charges (Seller must identify who is paid and describe purpose) to N/A for N/A to N/A for N/A to MB of Fort Washington for DOC FEE to MBFS for PRE PAID MAINTENANCE to N/A for N/A for N/A to N/A for N/A for N/A for N/A To N/A for N/A To N/A To N/A To N/A Total Other Charges and Amounts Paid to Others on Your Behalf	\$ N/A \$ N/A \$ 20.4/7 \$ 5,00 \$ 5,00 \$ 5,00 \$ N/A \$ N/A \$ N/A \$ N/A \$ 449.00 \$ 3480.00 \$ N/A	N/A Type of Insurance Premium \$ N/A Description of Coverage N/A Insurance Company Name N/A Home Office Address N/A N/A Type of Insurance N/A N/A N/A Type of Insurance N/A N/A N/A Premium \$ N/A N/A Insurance Company Name N/A N/A Insurance Company Name N/A N/A Insurance Company Name N/A N/A N/A Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above. X N/A N/A Date THIS INSURANCE DOES NOT INCLUDE
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1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.

c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our

- option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. The term "heavy commercial motor vehicle" means any new or used motor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of thirteen thousand (13,000) pounds or more, or (ii) a semitrailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
 - If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false or misleading information during credit application;
 - You start a prodeeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Einanced plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.

If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

We wiresen the verified in 1800 not get it 8 atk. If File of 10/02/24 Entered 10/02/24 14:27:10 Desc not redeem, or, at our option, reinstate, we wip biliant vehicle. We will send you a written notice of sale before

selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement: You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

WARRANTIES SELLER DISCLAIMS

contrato de venta.

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties merchantability or of fitness for a particular purpose.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el

Page 4 EAVECING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

RIGHT TO RECEIVE STATEMENT OF ACCOUNT

Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you our reasonable costs for any additional statements requested, as the law allows. Your right to receive a statement of account ends one year after termination of the contract.

ADDITIONAL RIGHTS

If you encounted a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

APPLICABLE LAW

Federal law and the law of the state of Pennsylvania apply to this contract.

NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

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PLEASE REVIEW - MPOR FANT - APPLETS YOU FLEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a chifferent arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law if the chosen arbitration organizations of this Arbitration Provision shall be governed by the Federal Arbitration Any arbitrator under this Arbitration Provision shall be governed by the representation or all parties subject to any (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any

reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration	on Provision shall also be unenforceable.				
OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before	N/A , Year N/A . SELLER'S INITIALS N/A				
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and as read we must sign it. No oral changes are binding. Buyer Signs If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of may extend the time for making some payments without extending the time for making others. You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle departs the rest of this contract for other important agreements.	our rights under this contract without losing them. For example, we				
The Annual Percentage Rate may be negotiable with the Selle and retain its right to receive a part of the Finance Charge.	r. The Seller may assign this contract				
NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU AIR CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. A CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER SOURCE OBTAINED PURSUANT HERETO OR WITH HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER SIGNS TO SHAPE OF T	ANY HOLDER OF THIS CONSUMER CREDIT YER COULD ASSERT AGAINST THE SELLER ITH THE PROCEEDS HEREOF. RECOVERY HE BUYER HEREUNDER.				
You agree to the terms of this contract. You confirm that before you sign were free to take it and review it. You acknowledge that you have read all paprovision above, before signing below. You confirm that you received a conf	ned this contract, we gave it to you, and you ages of this contract, including the arbitration				
Buyer Signs X Eschell by June Cos Market Division Cos Buyer Signs 2 Buyer Printed Name MARCOS JIMENEZ MURILLO Co-Buyer Printed	X SIGNED BY JOCELYN MERCADO DIAZ Date 11/16/2023 DATE JOCELYN MERCADO DIAZ				
If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.	Title N/A is a person whose name is on the title to the vehicle but does not have				
Other owner signs here X N/A Seller signs MERCEDES BENZ OF FT WASHINGTON Date 11/16/2023 By X	E-SIGNED by JON Title F&I MANAGER On 2023-11-16 17:36:39 GMT				
Seller assigns its interest in this contract to MERCEDES BENZ FINANCIAL SERVICES	(Assignee) under the terms of Seller's agreement(s) with Assignee.				
☐ Assigned with recourse X Assigned without recourse	Assigned with limited recourse				
Seller MERCEDES BENZ OF FT WASHINGTON By X E-SIGNED by JOANNE ZAREN on 2023-11-16 17:36:39 GMT	Title F&I MANAGER				
FORM NO. 553-PA-ARB-ea (REV. 4/23) ©2023 The Revnolds and Revnolds Company	11/16/2023 12:28 pm				